

SIXTH AMENDMENT
TO LANDOWNERS PROTECTIVE
COVENANTS, CONDITIONS, AND REGULATIONS
FOR COTTONWOOD PARK

This instrument ("Amendment") is made by sixty percent (60%) of the Owners of Lots within the Cottonwood Park Development to the Town of Jackson, collectively hereinafter referred to as "Owners".

WHEREAS, the Developer executed and recorded in the public records of Teton County, Wyoming on July 10, 1984 in Book 155 of Photo, pages 383 to 455, a certain Landowner's Protective Covenants, Conditions And Regulations For Cottonwood Park, Teton County, Wyoming (covenants); and

WHEREAS, Section 1201, Amendment by Lot Owner, provides that during the first 25-year period that 60% of the lot owners may amend the covenants;

NOW THEREFORE the Owners hereby declare that the covenants are hereby amended as provided below and all that property that is part of Cottonwood Park including that described in Plats 569, 582, 600, 604, 606, 609, 636, 637, 638, 656, 672, 674, 692, 696, 698, 706, 759, 762, 778, 784, 814, and 946 which are recorded in the Office of the County Clerk of Teton County, Wyoming and all future additional lands, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to this Sixth Amendment's provisions, covenants, conditions and restrictions, all of which are for the purpose of preserving and maintaining the natural character and value of the property. The original covenants, subsequent amendments, and this Sixth Amendment shall run with the property and any lot thereof, and shall be binding on all parties having or acquiring any legal or equitable interest in or to the property, and shall inure to the benefit of all of the owners of the property or any part thereof.

Grantor: COTTONWOOD PARK ASSOCIATION
Grantee: THE PUBLIC
Doc 0554044 bk 437 pg 632-634 Filed at 4:31 on 10/18/01
Sherry L Daigle, Teton County Clerk fees: 132.50
By KIMBERLEE JANSEN Deputy

1. ARTICLE V, Section 501k. General Standards is deleted in its entirety and replaced with the following, namely;

There shall be no antenna of any sort maintained or installed which is visible from neighboring property except such central telecommunication antennae erected by Declarant or its designee, and satellite dishes shall be permitted below the roofline. The maximum diameter of the satellite dish shall not exceed 39 inches and shall be located or screened in such manner as to minimize visual impact from neighboring properties. If the dish is mounted on the ground, no point shall exceed six feet in height. All satellite dish locations shall be specifically approved in writing by the Design Committee.

RELEASED	
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ABSTRACTED	
SCANNED	

2. ARTICLE VIII, Section 803h. General Residential Use Regulations is deleted in its entirety and replaced with the following, namely;

No trailer of any kind, truck camper, mobile home, boat unlicensed all-terrain vehicle or over-the-snow vehicle shall be kept, placed or maintained upon any lot for more than 3 days. After 3 days such item must be removed for at least 72 hours, unless it is completely enclosed within an approved building.

Only one of the following vehicles will be permitted during the 3-day period:

1. Mobile homes, motor homes, truck campers and trailers not more than 24 feet long.
2. Boats on a trailer and unlicensed all-terrain vehicles on a trailer not more than 24 feet long.
3. Over-the-snow vehicles on a trailer not more than 24 feet long.

Only one vehicle as described in sub-paragraphs 1, 2 and 3 above, may be temporarily placed on a lot or parked on the street at any given time. Any exception to this section must be approved in writing by the Board of Directors. The Board of Directors has the authority to temporarily or permanently revoke the privilege of temporarily storing vehicles, for any lot owner who violates the terms and conditions of this section. The provision of this sub-paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any work or improvement permitted by this Article. Such shelters or facilities shall not be used for living purposes.

3. ARTICLE VIII, Section 803k. General Residential Use Regulations is deleted in its entirety and replaced with the following, namely;

All garbage and trash shall be placed and kept in covered containers. One (1) covered container may be stored outside next to the living unit. Said container shall be kept in good shape and not be overflowing or offensive to the neighboring property. The type of exterior covered container shall be approved in writing by the Board of Directors.

4. All terms and conditions contained within the original covenants and subsequent amendments not in conflict herewith, are deemed to survive and be of full force and effect.

IN WITNESS WHEREOF, This Sixth Amendment is executed this 26th day of September, 2001 by the President of the Cottonwood Park Association, who has on file in the office of the Association, signatures of not less than 60% of the Owners consenting to this Amendment.

